valantic General Terms and Conditions

A - General rules

1   General - Scope of application

1.1   All deliveries and services of valantic GmbH and its affiliated companies within the meaning of §§ 15 ff. German Stock Corporation Act (hereinafter "valantic Group") are provided exclusively on the basis of these General Terms and Conditions (hereinafter "GTCs") in the version valid at the time of the order. These GTCs apply only to entrepreneurs and public corporations.

1.2   For the purposes of these GTCs, the following definitions apply:

▪"valantic" means the respective valantic Group company offering the Services in the specific individual project as contract party;

▪"Customer" means entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity, acting in the exercise of their commercial or independent professional activity when concluding the contract with valantic, as well as public corporations;

▪"Parties" means the Customer and valantic together;

▪"Services" means any services to be perfomed by valantic according to a services contract or contract for work;

▪"Subcontractor" means an entrepreneur entrusted by valantic to perform a part of the Services provision on its account.

▪"Work results" means all results created by valantic's in connection with the provision of the Services, in particular documentation, records, models, project sketches, presentations, drafts, concepts, methods, electronic files and programs, regardless of the development stage and regardless of whether embodied (e.g. documents, objects, data carriers, models, drawings) or not embodied or whether or not property rights exist to these results. No Work Results are (i) valantic IP Products as well as (ii) results generated exclusively by artificial intelligence (AI) applications to which valantic is not entitled to any property rights, so that the Customer is not granted any rights of use to it.

▪   „valantic IP Products" means (i) related own knowledge of valantic employees or subcontractors as well as tools used by valantic that are suitable for reuse in other service relationships and are not created specifically for the Customer, in particular reports, concepts, models, methods, procedures, auxiliary programs, interfaces, software elements, program modules, program components such as libraries, pre-existing materials or standard products created by valantic or subcontractors, (ii) as well as modifications or supplements to these created within the framework of a Contract with the Customer.

▪"Intellectual property rights" means all registered and unregistered intellectual and industrial property rights and similar rights worldwide as well as applications for these rights such as, in particular, patents, trademarks, utility models, designs, domain names, copyrights and ancillary copyrights as well as know-how.

1.3   Unless expressly agreed in writing, deviating terms and conditions do not apply, even if valantic provides the Services to the Customer without reservation in the knowledge of the Customer's deviating terms and conditions. These GTCs also apply to all future transactions between valantic and the Customer, even if they are not expressly referred to again.

1.4   All offers from valantic are always subject to change and are non-binding, unless they are marked as binding.

1.5   The contract is concluded either with the unconditional acceptance of a valid binding offer from valantic by the Customer or by the signing of a mutual agreement ("Contract").

1.6   Deviations from these GTCs are possible in individual Contracts, provided they are made in writing. In the event of a conflict between parts of the Contract, the following order of precedence shall apply: a) the contractual text of the valantic offer or of the mutual agreement ; b) these valantic GTCs.

2   Provision of Services, place of performance

2.1   valantic provides Services for the Customer exclusively on a service-contract basis (time and material). Unless expressly agreed otherwise in writing in the Contract, the creation of a work or the achievement of a certain result by valantic is not agreed.

2.2   If required, valantic may provide a communication tool for the joint coordination of ongoing Services provision, which in this case is to be used by the Customer within the scope of the cooperation. Requests are processed depending on the receipt and priority of the incoming requests.

2.3   The place of performance is generally valantic's registered office. If the Parties agree on a specific place of performance, the Customer must pay additional travel costs.

2.4   valantic or its employees and vicarious agents are not subject to any instructions under labor law by the Customer in the provision of Services. Performance-related instructions necessary for the proper execution of the Contract and concretization of Services to be provided under the Contract are not considered instructions under labor law in the above sense.

2.5   The Customer agrees and acknowledges that the vicarious agents used by valantic to provide the Services are not integrated into the business of the Customer. valantic guarantees that the vicarious agents used have the qualifications required for the provision of the respective Services. valantic itself provides the infrastructure (hardware, software, telephone, etc.)

required for the provision of the Services by employees or vicarious agents.

2.6 valantic is free to choose the tools and technologies used and may also use open source software and software from third-party providers, provided that the Customer can use these as agreed.

2.7 valantic can make use of professionally suitable third parties (including subsidiaries and sister companies of valantic as well as freelancers) to fulfill the Contract. valantic shall be liable for the fault of vicarious agents as for its own fault.

2.8 valantic does not warranty that the Work results created will retain their contractually agreed suitability in the event of general changes in technology (e.g. browser, server technology, plug-ins, operating systems, etc.) even under the changed circumstances. There is no entitlement to subsequent adaptation.

3   Project management, contact person

3.1 Immediately after conclusion of the Contract, the Parties shall each appoint a project manager or contact person and a deputy who shall be exclusively responsible to the other Party for all questions and all agreements of any kind relating to the project. The Parties assure that the project managers and deputies to be appointed are fully authorized to make all decisions relating to the project.

3.2 The Parties are free to replace the project managers or contact persons and their deputies with other persons. The contractual partner must be informed of any changes immediately in text form (email). When making changes, both Parties shall ensure that there are no disruptions to the course of the project and that newly appointed persons have all the necessary information and expertise required for the smooth further course of the project.

4   Remuneration

4.1 All price are in euros and subject to the statutory value added tax applicable at the time Services are provided.

4.2 Remuneration for the services rendered by valantic shall be based on concrete time expenditure (time and material). The remuneration is agreed in the Contract. If no remuneration has been agreed, valantic's applicable prices at the time of the conclusion of the Contract apply. A consulting man-day or person-day comprises eight hours. The time spent is documented or recorded by valantic.

4.3 For Services that valantic does not provide at its place of business, the Customer bears reasonable costs for travel time, travel costs (car, train, airplane), expenses and overnight stays. valantic will invoice these to the Customer.

4.4 Waiting times of valantic for which the Customer is responsible will be remunerated as working hours. Expenses and special costs incurred by valantic at the express request of Customer will be charged at cost. Costs for audits that the Customer carries out or has carried out at valantic in consultation with valantic - in particular costs incurred by valantic's assistance in an audit - shall be borne by the Customer.

4.5 Unless otherwise stipulated in the Contract, a flat-rate service fee of 7.6% of the invoice amount will be charged for the administrative services provided by valantic during the performance of the project (e.g. cyber security, data protection, ESG, climate protection initiatives, back office support).

4.6 Unless indexation is otherwise agreed in the Contract, valantic is entitled to adjust prices every twelve (12) months according to the index 62361-0016 WZ2008-62 of the Federal Statistical Office or the index that officially replaces it according to the following formula (new index / old index × 100 - 100 = percentage index change). The most recently published indexes at the time of (i) the conclusion of the Contract or the last price adjustment and (ii) the current price adjustment apply.

4.7 valantic can further adjust the prices twice a year in the event of changes in the procurement costs (rental and energy costs, other wage costs, supplier costs, costs due to legislative/tax measures) and will inform the Customer of this two months before the new prices come into force. In the event of an annual increase of more than five percent, the Customer has the right to terminate the Contract with four weeks' notice before the updated prices come into effect. If these costs are reduced in favor of valantic, the Customer can also demand a price reduction for the first time after six months after signing the Contract and a maximum of twice a year.

4.8 Unless otherwise stipulated in the Contract, invoices are sent monthly at the end of each month to the Customer's e-mail address communicated in advance.

4.9 Payments are due 14 days after issuance of the invoice. Default occurs at the end of the 30th day after the invoice is issued, without the need for a separate reminder.

4.10 In the event of default in payment, interest will be due at the statutory rate. Further claims of valantic arising from default remain unaffected. In the event of a default in payment by the Customer, valantic is entitled to assert a right of retention with regard to Services to be provided for the Customer both from the same contractual relationship and from any other contractual relationships.

4.11 If a maximum price has been agreed, this includes all expenses incurred by valantic for the agreed Services, excluding change requests, travel costs, expenses, price adjustments according to indexation or changes in procurement costs, service fee for administrative services, additional services as well as necessary services of the Customer or third parties.

5   Cooperation, obligations of the Customer

5.1 The Parties agree that the fulfillment of the Contract by valantic essentially depends on the efficient and successful cooperation of the Parties in every phase of the Services provision or the project. Essential factors for this lie in the personnel, organizational and technical responsibility of the Customer. The Customer is therefore obliged to cooperate in the performance of the Services or the project to the extent defined in this section and in the Contract, especially:

- The Customer is responsible for documenting the Services requirements in sufficient form in writing and for providing the documents and information required for the provision of the Services in full.

- If the Services are provided on the Customer's premises, the Customer will provide valantic with the necessary office infrastructure and premises, as well as the necessary access to the IT facilities and IT infrastructure. This includes the software, system capacity, Internet access, network connections, etc. necessary for the provision of the Services. The provision shall take place within the framework of normal operating hours and within the operational access regulations. Any commitments to specific usage times, in particular restrictions on usage times, will be communicated to valantic in good time.

- If the Parties have agreed to provide the Services by way of remote maintenance, the Customer shall create the necessary technical conditions for this (in particular remote access and access to the necessary software).

- If the Customer demands the provision of Services and documentation on the basis of specific standards, norms or guidelines, the Customer must make these available to valantic in good time before the start of the project so that valantic can check whether they can be used. These standards, norms or guidelines are then fixed in the Contract.

- For the cooperation within the scope of the provision of Services, the Customer shall provide suitable technical personnel to the extent required and release them from other activities.

- The Customer shall make regular backup copies according to the current state of the art to be protected against data loss.

5.2 If the Customer does not fulfill these obligations or does not fulfill them on time and this results in quality losses, delays and/or additional expenses, valantic can demand corresponding changes to the Contract. The Customer accepts such losses in quality, delays in deadlines and/or increases in expenses, provided that valantic has informed the Customer of this in advance at least per email and has set a reasonable deadline which has expired fruitlessly.

5.3 All acts of cooperation to which the Customer is obliged shall be carried out at the Customer's own expenses.

5.4 valantic is entitled to extraordinary termination of a Contract if the Customer seriously or repeatedly violates its obligations to cooperate. This is the case in particular if he does not make agreed payments or does not make them on time, does not provide or perform information, materials, acts of cooperation, cannot be reached for a longer period of time or hinders the progress of the order in any other way.

6 Deadlines

6.1 Deadlines are only binding if they are expressly designated and confirmed as "binding" by valantic. Changes to the agreed dates require the express written confirmation of valantic.

6.2 valantic is obligated to inform the Customer if circumstances occur or become recognizable for valantic from which it results that agreed deadlines cannot be met. If the non-compliance with a deadline is due to obstacles for which valantic is not responsible, the defined deadlines will be postponed accordingly after consultation with the Customer. valantic is entitled to partial performance at any time, insofar as this does not clearly run counter to the justified interests of the Customer.

6.3 valantic is not responsible for delays in performance due to circumstances within the Customer's area of responsibility (e.g. non-timely provision of cooperation services, delays by third parties attributable to the Customer) and valantic is entitled to postpone the fulfillment of its obligations by the duration of the hindrance and by a reasonable start-up time.

7 Contract duration, termination

7.1 Unless otherwise stipulated in the Contract, the following shall apply:

(a) If the Contract runs for an indefinite period, it can be terminated by either Party at any time with a notice period of 3 months to the end of a calendar month;

(b) If the Contract has a fixed term in the case of continuing obligations (such as subscriptions), the Contract shall be extended by the same term unless the Contract is terminated by either Party with 3 months' notice to the end of the current term;

(c) If the Contract is limited in time, earlier termination is excluded and the Contract ends when the agreed Services have been provided without the need for termination.

7.2 The right to extraordinary termination for cause remains unaffected.

7.3 Terminations must be made in writing or per email.

7.4 In the event of termination, valantic will receive the pro rata remuneration for the Services rendered up to the effectiveness of the termination.

8 Liability

8.1 valantic is liable without limitation for damages incurred by the Customer in connection with the provision of

Services, insofar as these are based on intent or gross negligence.

8.2 In addition, valantic is liable for damages incurred by the Customer in connection with the provision of Services, insofar as these were caused by a negligent breach of an essential contractual obligation. In this case, valantic's liability is limited to the damage typically foreseeable at the time of conclusion of the Contract. In all other respects, any liability of valantic for damage caused by slight negligence shall be excluded.

8.3 valantic's liability for damages that were not caused intentionally or through gross negligence is limited in total to the fees paid per calendar year by the Customer under the Contract.

8.4 The above limitations of liability do not apply to liability for personal injury, to liability under the German Product Liability Act as well as to liability resulting from the absence of a quality for which valantic has assumed a guarantee.

8.5 The risk of the legality of the Services provided is borne by the Customer. This applies in particular in the event that the Services violate the provisions of competition law, copyright law and the special advertising laws. The Customer indemnifies valantic from claims of third parties if valantic has acted at the express request of the Customer, although valantic has informed the Customer of possible concerns with regard to the permissibility of the Services.

8.6 In the event that claims are asserted against the Customer by third parties due to the use of the Services by the Customer, the Customer must inform valantic of this immediately after becoming aware of it. valantic undertakes to indemnify the Customer from all claims of third parties upon first request and to reimburse the Customer for all corresponding costs. The Customer undertakes not to acknowledge any claims of the third party without valantic's consent and to leave the conduct of negotiations and litigation entirely to valantic. valantic undertakes to eliminate any infringements of property rights at its own expenses. In this case, valantic has the right, at it's discretion, either to modify the Services in such a way that they fall outside the scope of protection, but nevertheless comply with the contractual provisions, or to obtain the authorization that they can be used in accordance with the Contract without restriction and without additional costs for the Customer.

8.7 The liability of valantic is excluded if and insofar as damages were caused by a) components introduced by the Customer into the Work Results, or ; b) drafts, specifications or instructions provided by the Customer that valantic had to observe when creating the Work Results, or ; c) a modification of the Work Results by the Customer without valantic's consent or use by the Customer under conditions other than the specified conditions of use.

8.8 Under no circumstances is valantic liable for the factual statements about the Customer's products and services contained in the Services. valantic is also not liable for the patent, copyright and trademark protection or registrability of the ideas, suggestions, proposals, concepts or drafts delivered within the scope of the Contract.

8.9 The Customer is obligated to take effective measures to prevent and minimize damage. valantic is not liable for the loss of data and/or programs insofar as the damage is based on the fact that the Customer has failed to carry out data backups and thereby ensure that lost data can be restored with reasonable effort.

8.10 The above provisions also apply in favor of valantic's vicarious agents.

9 Force majeure, delays

9.1 valantic is released from the obligation to perform under the Contract if and to the extent that the non-performance of Services is due to an occurrence of force majeure circumstances after the conclusion of the Contract.

9.2 Force majeure circumstances include, for example, war, strikes, lockouts, riots, expropriations, cardinal changes in the law, storms, floods, pandemics, official orders and other natural disasters as well as other circumstances for which valantic is not responsible, such as, in particular, water ingress, power failures and interruptions or general disruptions to telecommunications and the destruction of data-carrying lines or infrastructure. Hacker attacks and similar events are considered force majeure if they could not have been avoided even through the use of appropriate protective measures in accordance with the recognized rules of technology. Each Party must inform the other Party of the occurrence of a case of force majeure immediately and in text form

9.3 Delays in performance due to force majeure and circumstances in the Customer's area of responsibility (e.g. non-timely provision of cooperation services, delays by third parties attributable to the Customer, etc.) are not the responsibility of valantic and entitle valantic to postpone the date for the provision of the affected Services by the duration of the delay plus a reasonable start-up time.

10 Rights of use

10.1 The comprehensive Intellectual property with all authorizations, in particular the authorization to apply for, register and/or enforce Intellectual property rights, to all Work Results created by valantic is the exclusive property of valantic. The Customer acquires a simple, irrevocable and non-terminable right of use, unlimited in time, space and content, extending to all known and unknown types of use within the scope of use for its own internal business purposes, to all Work Results created by valantic in connection with the Contract. This includes the right to (i) make changes and adaptations as well as other transformations within the scope of use for own, internal business purposes, (ii) reproduce the Work Results in the original or in a modified, processed or redesigned form or transfer them to affiliated companies. A transfer to external third parties is only permitted with the express consent of valantic.

10.2 Insofar as, in deviation from Section 10.1, valantic expressly grants the Customer in writing in the Contract an

exclusive right of use to the Work Results created by valantic, this is an irrevocable and non-terminable right of use, unlimited in terms of time, space and content and extending to all known and unknown types of use within the scope of use for its own internal business purposes. This includes the right to (i) make changes and adaptations as well as other transformations within the scope of use for own, internal business purposes, (ii) reproduce the Work Results in the original or in modified, edited or redesigned form or transfer them to affiliated companies. A transfer to external third parties is only permitted with the express consent of valantic.

10.3   valantic grants the Customer a non-exclusive right of use to the valantic IP Products, unlimited in terms of time, content and territory.

10.4   Any documents and data that the Customer makes available to valantic or its employees within the framework of the Contract remain the exclusive property of the Customer. The Customer grants valantic a simple, comprehensive, free-of-charge right of use to these documents and data, insofar as this is necessary to achieve the purpose of the Contract.

10.5   Until full payment of the invoiced remuneration, the rights of use are only granted on a revocable basis. valantic can prohibit the use of such Services for which the Customer is in default of payment for the duration of the default. The rights of use are granted and settled with the payment of the remuneration agreed in the Contract.

10.6   The Customer may provide valantic with work results of third parties for the creation of the object of performance, for processing or for other redesigns, insofar as this is agreed in the Contract and the Customer is authorized to do so. The Customer shall provide all necessary information in such a way that property right infringements do not occur. If claims are asserted against valantic by third parties in such a context, the Customer will indemnify valantic from these or compensate for damages that have already occurred. This also includes necessary lawyer's fees and court costs. valantic undertakes not to recognize any claims against third parties without the Customer's consent.

10.7   Rights of use for proprietary standard software or open source software from third parties are not included in the rights of use granted by valantic. The license terms of the respective provider apply to these.

10.8   Unless otherwise agreed in the Contract, source codes and open files shall not be made available to Customer.

11   Contracts for Work (*Werkverträge*)

11.1   Change requests

If, by way of exception, Services under a contract for work are expressly agreed in the Contract, the Parties may request changes to the agreed Services or deadlines in writing or per email at any time during the term of the Contract. Change requests must contain a sufficient description of the desired change.

11.1.1   In the event of a change request by the Customer, valantic will inform the Customer within ten working days whether the change is reasonable and feasible for valantic and what contractual effects it will have, in particular with regard to the timeframe and the remuneration. The Customer must then inform valantic in writing within five working days whether it wishes to maintain the proposed change under these conditions or whether it wishes to continue the Contract under the old conditions. In the event of acceptance by the Customer, the Parties shall immediately document this in writing. If the examination of the change request represents a significant expense, valantic can invoice this separately.

11.1.2   In the event of a change request by valantic, the Customer will inform valantic in writing or per email within ten working days whether it agrees to the change. The Parties will endeavor to reach an amicable solution.

11.1.3   As long as there is no agreement on the change, the Services shall be continued in accordance with the existing Contract. The Customer may demand partial or complete interruption of the Services against compensation for the downtime until an agreement is reached. Service deadlines and schedules shall be extended accordingly.

11.1.4   If the proposed change cannot be implemented technically, if the Customer rejects valantic's offer or if the change procedure ends for another reason, the originally agreed scope of Services shall remain.

11.1.5   Change requests that relate to Services already provided are not deemed to be change requests. Such changes are contractually agreed and implemented as new projects.

11.1.6   valantic is entitled to take into account further technical developments and to change the system configuration without additional charge if this serves the purpose of simplification or improvement or is necessary for the execution of the Contract and if this does not cause any impairment of the contractually agreed scope of functions.

11.2   Acceptance

11.2.1   If, in exceptional cases, Services under a contract for work are expressly agreed in the Contract, valantic can demand a written declaration of acceptance from the Customer for all services that are subject to acceptance. If the Contract includes the creation of concepts, in particular for the adaptation of standard software, valantic can demand a separate acceptance for the concepts.

11.2.2   If the object of a contract for work is several individual works that can be used independently of each other by the Customer, these individual works will be accepted separately. If partial works are defined in a contract for work, valantic can make partial works available for acceptance. In the case of later acceptances, only the functioning of the new partial work and the correct interaction of the previously accepted partial works with the new partial work will be checked. Unless otherwise agreed,

the final partial acceptance is also the overall acceptance.

11.2.3 valantic shall inform the Customer of the acceptability of the (partial) works to be accepted. Within 10 working days after provision for acceptance, the Customer checks whether the Services fulfill the contractually agreed requirements and declares acceptance or notifies valantic of any detected defects with a precise description and indication of the error symptoms in writing or per email. If the Customer does not (i) refuse acceptance in writing or per email within this period due to existing significant defects or (ii) use the Services without complaint or put the development results into production (go-live) even if known or recognizable significant defects have not yet been remedied or (iii) pay for the Services ready for acceptance without reservation, the Services shall be deemed to have been accepted. Insignificant defects shall not entitle the Customer to refuse acceptance. The productive use or productive commissioning of (partial) Services by the Customer shall be deemed acceptance of the respective (partial) Services. The Customer shall notify the start of productive use in writing or per email.

11.2.4 The final assignment of errors and defects to a defect class is made by mutual agreement between the Parties. The defects are classified as follows:

(a) Significant defects - The defect results in the failure of the Services provided by valantic under the Contract. The appropriate, economically sensible use is not possible or is unreasonably restricted or hindered by such errors. A workaround is not possible or only possible under difficult conditions or is unreasonable.

(b) Insignificant defects - All other faults or defects.

11.2.5 In the event of a significant defect, valantic will begin immediately with the elimination of the defects and will eliminate them within a period of time appropriate to the severity of the respective defect. After notification of the elimination of the defect, the Customer shall check the result within 10 working days in accordance with Clause 11.2.3. Insignificant defects do not entitle the Customer to refuse acceptance and will be eliminated within the scope of the warranty.

11.2.6 The Customer can neither extend the acceptance test nor refuse the acceptance due to errors in devices, programs of other manufacturers and process sequences that are not the object of the Services and/or operating errors for which valantic is not responsible. If it turns out that defects reported by the Customer are not defects for which valantic is responsible, the Customer shall bear the expenses incurred by valantic as a result of the analysis of the alleged defects.

11.2.7 The risk shall pass to the Customer upon delivery of the work, irrespective of the time of the declaration of written acceptance. This shall also apply to all partial deliveries, insofar as these are delivered to the Customer prior to the overall completion of the work.

11.3 Warranty

If, in exceptional cases, Services under a contract for work are expressly agreed in the Contract, the warranty shall be governed by the following provisions:

11.3.1 valantic warranties that the Work Results essentially fulfill the contractual requirements.

11.3.2 valantic will rectify defects in the contractually agreed Services within a reasonable period of time. Defects must be reported by the Customer in writing with a precise description of the error symptoms. Within this period, valantic will provide supplementary performance at its own discretion by repair or replacement delivery.

11.3.3 If there is a defect, valantic can provide the Customer with an interim solution to circumvent the defect (workaround) until the defect is finally rectified, insofar as this is possible and reasonable for the Customer with regard to the effects of the defect. This may extend the reasonable period for remedying the defect accordingly.

11.3.4 If the rectification of defects fails at least twice and the Customer cannot reasonably be expected to wait any longer, the Customer may withdraw from the Contract or reduce the remuneration in the event of significant defects. The right to substitute performance is excluded.

11.3.5 valantic does not warrant that the Work Results created will retain their contractually agreed suitability in the event of general changes in technology (e.g. browser, server technology, plug-ins, operating systems, online access, etc.) even under the changed circumstances. There is no entitlement to subsequent adaptation.

11.3.6 The enforcement of claims for warranty for defects is dependent on defects having been reported to valantic in writing or per email and being reproducibly reported and retraced in writing or per email immediately after their first detection.

11.3.7 The warranty claim shall lapse if the Customer modifies Work Results itself or has them modified by third parties without valantic's consent, unless the Customer proves that the defects still in question were not caused by the modifications made by it or the third party.

11.3.8 The warranty period is 1 year and begins with the acceptance of the Work Results. Longer statutory limitation periods for liability and warranty claims shall remain unaffected.

12   Non-solicitation clause

12.1 For the duration of the cooperation and for a period of one year thereafter, the Customer undertakes not to entice away any employees of valantic who are or were commissioned to provide Services for the Customer or to enter into agreements on the basis of which the employee's labor no longer benefits valantic, but rather the Customer in whole or in part. For each case of culpable infringement, the Customer undertakes to pay an appropriate contractual penalty to be determined by

valantic at its reasonable discretion and to be reviewed by the competent court in the event of a dispute.

13   Reference

13.1   The Customer agrees to be named by the valantic Group companies as a reference with company name, company logo and project key data in the context of case studies on their websites and in company presentations that serve to generate new Customers. Key data about the successfully completed project, such as objectives, highlights and results, will be communicated. The Customer agrees to the publication of this information including company name and company logo via the valantic social media channels, the valantic newsletter, valantic e-mail marketing campaigns and articles in the valantic blog.

13.2   Further publications with detailed project descriptions, such as e-books, white papers, webinars, press releases or specialist articles, in which one Party refers to the other, are only permitted with the prior written consent of the other Party.

14   Confidentiality and data protection

14.1   Confidential Information" means information that is owned or possessed by one Party, is confidential or a trade secret, and is disclosed to the other Party as part of the Contract (including information exchanged in the course of negotiating and deliberating the formation of the Contract) (i) with an indication that it is confidential or a trade secret; or (ii) if it is either of such a nature that a reasonable person would understand it to be confidential or a trade secret. The term "Confidential Information" does not include information that (a) is already known to the recipient without restriction at the time of disclosure by the disclosing Party, (b) was disclosed to the recipient without restriction after disclosure by the disclosing Party by a third party authorized to do so, (c) was or becomes publicly known without breach of Contract, or (d) was developed independently of the recipient and without reference to the disclosing Party's Confidential Information.

14.2   The confidential information provided to the other Party must be treated as strictly confidential and may only be used for the purposes of the Contract and may not be made accessible to third parties, with the exception of auxiliary persons such as freelancers, subcontractors and consultants called in for the utilization or execution of the contractual relationship, insofar as this is necessary for the cooperation and insofar as these freelancers, subcontractors and consultants are contractually bound by corresponding agreements or are obliged to maintain confidentiality by virtue of their profession. The Contracts concluded between the Parties are to be treated as strictly confidential and are only to be used for the purposes of cooperation with valantic. The confidentiality obligation also applies for eighteen (18) months after the termination of the contractual relationship.

14.3   valantic processes the Customer's data required for the performance of the Services in compliance with data protection regulations. Insofar as personal data are processed pursuant to Art. 28 GDPR, the Parties shall also conclude a data processing agreement.

15   Assignment, offsetting

15.1   The assignment of claims to third parties (except to affiliated companies of one Party or to factoring services providers) is only permitted with the prior written consent of the other Party. Consent may not be unreasonably withheld.

15.2   The Customer may only assert a right of retention due to counterclaims arising from the respective contractual relationship.

15.3   The Parties may only offset claims that have been legally established or are undisputed.

16   Applicable law, place of jurisdiction, amicable dispute resolution

16.1   The law of the country in which the respective valantic company commissioned by the Customer has its registered office shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

16.2   For disputes arising from the contractual relationship, the place of jurisdiction is the location of the registered office of the valantic company commissioned by the Customer. valantic is also entitled to take legal action at the Customer's general place of jurisdiction.

16.3   Before initiating legal proceedings for any claims against the other Party, valantic and the Customer will first attempt to resolve all disputes amicably. If the project managers are unable to reach an agreement, the dispute will be dealt with in the project steering committee. If such a committee is not formed or if no agreement can be reached there, an escalation to the management of the Parties is required.

17   Miscellaneous

17.1   Verbal collateral agreements have not been made. Amendments, supplements and additions require an express written agreement with a written or electronic signature.

17.2   Should individual regulations or provisions prove to be legally ineffective or unenforceable or contain loopholes, the Parties shall replace the ineffective or unenforceable regulations with effective or enforceable ones that come closest to the intention of the Parties at the time the respective regulation was agreed. The validity of the remaining provisions of these GTCs shall remain unaffected.

B - Supplementary Terms and Conditions for valantic Standard Software (Subscriptions)

1 Scope of application, object of performance

1.1 The following conditions of this Part B apply additionally to the subscription and use of valantic Standard Software during the term of the Contract (hereinafter "Software" and "Software Subscription"). In the event of contradictions to the provisions in Part A, the provisions of this Part B shall take precedence.

2 Scope, duration and rights of use

2.1 Subject to payment of the subscription fees, the Customer has - in accordance with the scope defined in the Contract, including any agreed number of files and users as well as add-ons, if applicable, and in accordance with the hardware and software specifications, which may be regularly adjusted - the simple, non-exclusive, non-sublicensable and non-transferable right to use the Software and the associated documentation for the agreed subscription period. The comprehensive copyright with all rights to methods, models, programs, documentation, Work Results, concepts and other documents relating to the Software belongs exclusively to valantic. The Customer does not acquire ownership of the Software.

2.2 The right of use includes the right to delivery of the Software and provision of any regularly updated existing documentation (e.g. installation instructions, description of the Software product or user manual or online help as well as the current binding hardware and Software requirements) as well as support and maintenance services in relation to the Software and any add-ons ("support services") for the subscription period.

2.3 The Customer may not make any copies of the Software and the documentation provided, with the exception of backup copies, which must be deleted in accordance with the Customer's internal backup strategy or after the expiry of statutory retention periods. The Customer is not entitled to make Software, documentation and parts thereof accessible to third parties, to distribute, transfer or sublicense them to third parties and, without valantic's consent, to allow third parties to inspect the documents and Software. The Software may not be changed by adding, removing or otherwise modifying individual program areas or functions, in particular in order to reproduce or sell it as a new product. The Customer is also not entitled (i) to reverse engineer, decompile or otherwise attempt to discover the source code or trade secrets contained in the Software or any part thereof, (ii) to attempt to modify, alter or circumvent the license control and protection mechanisms of the Software, (iii) to access the Software in violation of any applicable laws, ordinances, rules or regulations or to use the Software in violation of any applicable laws, ordinances, rules or regulations, (iv) to access or use the Software in a manner or for a purpose that infringes or otherwise violates any intellectual property rights or other rights of third parties, (v) to remove, obscure or alter any copyright notices or names, trademarks, taglines, service marks, hyperlinks or other designations on screens within the Software. Infringements entitle valantic to terminate the Contract without notice and without any reduction in payment or reimbursement. Further claims by valantic, in particular for damages, remain unaffected.

2.4 Unless a different start date has been agreed in the Contract, the right of use shall commence upon delivery of the Software. The right of use shall exist in accordance with the contractual provisions and against payment of the subscription fee defined in the Contract for a specific period or for an indefinite period until the end of the Contract is reached or the Contract is terminated by one of the Parties (subscription period).

2.5 valantic is entitled to check compliance with the contractual provisions, in particular the rights of use, once per quarter - and up to twelve (12) months after termination of the Contract. valantic will inform the Customer of its intention to carry out such an audit with a notice period of fifteen (15) days. valantic can carry out the audit itself or have it carried out by third parties remotely and/or on the Customer's premises during its regular business hours, while maintaining confidentiality and the Customer's company and business secrets. valantic will ensure that the Customer's business operations are disturbed as little as possible by the audit activity. The Customer undertakes to support valantic to a reasonable extent during the audit and to grant sufficient access to information. The Customer undertakes to pay any underpaid fees without delay. If payment is not made, valantic is entitled in particular to terminate the Contract extraordinarily. The Customer shall bear the costs incurred by its assistance in an audit.

2.6 The Customer may not continue to use the Software after termination of the contractual relationship and of the subscription period. The Customer must uninstall any Software installed on its server. After termination of the Contract or the subscription period, valantic excludes any liability that would be based on the continued use of the Software. Depending on the usage model, valantic can block the Customer's access to the Software after termination of a Contract and permanently delete all Customer data and the Customer's entire data stock after the expiry of a 14-day period.

3 Delivery of the Software

3.1 Depending on the usage model and agreement, delivery shall be deemed to have taken place (i) upon dispatch in electronic form or (ii) upon provision of the Software for download or (iii) upon delivery of the license key or (iv) if expressly agreed in the Contract, upon installation and provision of the Software.

4 Services not included in the scope of use

4.1 Unless expressly agreed in writing, the provision of the Software does not include any services by valantic for installation, introduction support, implementation, configuration, project management or training of the Customer's employees or hosting. The Customer can commission such services if necessary - after consultation with valantic - and against separate remuneration according to Part A, section 2.1.

5   **Termination**

5.1   If the Contract is concluded for an indefinite period, it may be terminated by either Party in writing or per email with three (3) months' notice (i) at the end of a calendar month in the case of monthly subscription fees or (ii) at the end of a calendar year in the case of annual subscription fees.

5.2   If the Contract has been concluded for a fixed term without automatic renewal, it cannot be terminated before the end of the subscription period. If the annual automatic renewal of the Contract has been agreed, both Parties may terminate the Contract in writing or per email with a notice period of three (3) months before the start of the respective renewal period.

6   **Warranty**

6.1   valantic warrants to the Customer that the Software will be executed during the agreed subscription period in accordance with the product description and, if applicable, in accordance with the implementation or configuration agreed with the Customer. valantic does not warrant that the Software will meet the Customer's specific wishes.

6.2   Justified defects reported timely by the Customer will be rectified by valantic within a reasonable period of time. The rectification of defects shall be carried out at valantic's discretion and, depending on the significance of the defect, either by subsequent improvement or replacement delivery. valantic is entitled to provide subsequent performance first by providing a reasonable workaround solution, to minimize the effects of the defects and then to provide complete subsequent improvement within a reasonable period of time.

6.3   A termination by the Customer due to valantic failure to grant the rights of use agreed in the Contract is only permissible if valantic has been given sufficient opportunity to remedy the defect and this has failed. It can only be assumed that the rectification of defects has failed if it is impossible, if valantic refuses or unreasonably delays it, if there are reasonable doubts regarding the prospects of success or if it is unreasonable for the Customer for other justified reasons.

6.4   valantic's warranty obligation does not apply if the Customer, its employees, third parties (including subcontractors) and/or users (i) change the delivered Software or parts thereof without valantic's consent, (ii) use the Software in an environment other than the recommended environment described in valantic's documentation or service description, (iii) use components or services of third parties that are not provided by valantic, (iv) use the Software in deviation from the documentation or service description and the Contract, and/or (v) introduce viruses.

7   **Fees**

7.1   The Customer shall pay the agreed subscription fees on a monthly or annual basis in advance from delivery of the Software.

8   **Maintenance services**

8.1   The maintenance services to be provided by valantic during the subscription period only concern the Software in its standard version, without Customer-specific adaptations.

8.2   Unless otherwise agreed in the Contract, the provisions of Part E Clauses 1 to 4 of these GTCs shall apply to the maintenance services.

C - Supplementary conditions for the purchase of licenses for valantic software products

1   **Scope of application, object of performance**

The following conditions of this Part C apply additionally to the license purchase of valantic Software products (hereinafter "Software" or "Software Products"). In the event of contradictions to the provisions in Part A, the provisions of this Part C take precedence.

2   **Scope, duration and types of use**

2.1   Subject to payment of the license fees, the Customer has - in accordance with the scope defined in the Contract, including any agreed number of files and users as well as add-ons, if applicable, and in accordance with the Software specifications, which may be adjusted regularly - the simple, perpetual, non-exclusive, non-sublicensable and non-transferable right to use a copy of the Software and the associated documentation. If and as long as the Customer has an existing contract with valantic for the maintenance of the Software licensed in the Contract, the right of use extends to further versions of the Software and the documentation documents that are released within the framework of the maintenance contract. The right of use is granted to the Customer to the extent specified in the Contract. The comprehensive copyright with all rights to programs, documentation, models, Work Results, methods, concepts and other documents relating to the Software belongs exclusively to valantic.

2.2   The Customer may not make any copies of the Software and the documentation provided, with the exception of backup copies, which must be deleted in accordance with the Customer's internal backup strategy or after the expiry of statutory retention periods. The Customer is not entitled to provide, distribute, transfer or sublicense software, documentation and parts thereof to third parties or to allow third parties to view the documentation and Software without valantic's consent. The Software may not be changed by adding, removing or otherwise modifying individual program areas or functions, in particular in order to reproduce or sell it as a new product. The Customer is also not entitled (i) to reverse engineer, decompile or otherwise attempt to

discover the source code or trade secrets contained in the Software or any part thereof, (ii) to attempt to modify, alter or circumvent the license control and protection mechanisms of the Software, (iii) to access or to use the Software in violation of any applicable laws, ordinances, rules or regulations, (iv) access or use the Software in a manner or for a purpose that infringes or otherwise violates any intellectual property rights or other rights of third parties, (v) remove, obscure or alter any copyright notices or names, trademarks, taglines, service marks, hyperlinks or other designations on screens within the Software. Violations entitle valantic to terminate the Contract without notice and without any reduction in payment or reimbursement. In such a case, the Customer may no longer use the Software. Further claims by valantic, in particular for damages, remain unaffected.

2.3   Unless a different start date has been agreed in the Contract, the right of use shall commence upon delivery of the Software.

2.4   valantic is entitled to regularly check compliance with the provisions of the Contract and in particular the rights of use. valantic will inform the Customer with a notice period of fifteen (15) days of its intention to carry out such a check or an audit. valantic can carry out the audit itself or through third parties remotely and/or on the Customer's premises during its regular business hours, while maintaining confidentiality and the Customer's company and business secrets and observing data protection. valantic will ensure that the Customer's business operations are disturbed as little as possible by the audit activity. The Customer undertakes to support valantic to a reasonable extent during the audit and to grant sufficient access to information. The Customer undertakes to pay any underpaid fees without delay. The Customer shall bear its costs incurred by its assistance during an audit.

3   Delivery of the Software

3.1   Depending on the usage model, delivery shall be deemed to have taken place (i) upon dispatch in electronic form or (ii) upon provision of the Software for download or (iii) upon delivery of the license key or (iv) if expressly agreed in the Contract, upon installation and provision of the Software in the case of site installation.

4   Services; Implementation; Installation

4.1   The right to use the Software includes the right to delivery of the Software and provision of any regularly updated existing documentation (e.g. installation instructions, description of the Software product or user manual or online help as well as the current binding hardware and Software requirements).

4.2   Unless expressly agreed in writing, the provision of the Software does not include any services by valantic for installation, introduction support, implementation, configuration, project management or training of the Customer's employees or services in the area of service levels, support, maintenance and hosting. The Customer can commission these if necessary - after consultation with valantic - and against separate remuneration according to Part A, section 2.1.

5   Warranty

5.1   valantic warrants to the Customer that the Software is executed in accordance with the product description and, if applicable, in accordance with the implementation or configuration agreed with the Customer.

5.2   valantic assumes no guarantee that the Software corresponds to the specific wishes of the Customer. valantic undertakes for a period of twelve (12) months to rectify any defects that occur within a reasonable time free of charge, provided that valantic is notified immediately in writing or per email with a precise description of the error symptoms. The warranty period begins at the time of delivery of the software. valantic's warranty obligation does not apply if the Customer, its employees, third parties (including subcontractors) and/or users (i) change the delivered Software or parts thereof without valantic's consent, (ii) use the Software in an environment other than the recommended environment described in the documentation or service description of valantic, (iii) use components or services of third parties that are not provided by valantic, (iv) use the Software in deviation from the documentation or service description and the Contract, and/or (v) introduce viruses.

5.3   Justified defects reported by the Customer timely will be rectified by valantic within a reasonable period of time. The rectification of defects shall be carried out at valantic's discretion and, depending on the significance of the defect, either by subsequent improvement or replacement delivery. valantic is entitled to provide subsequent performance first by providing a reasonable workaround solution in order to minimize the effects of the defect and then to provide complete subsequent improvement within a reasonable period of time. If the rectification fails at least twice and the Customer cannot reasonably be expected to wait any longer, the Customer may withdraw from the Contract. The right to withdraw only exists in the case of significant defects.

6   Fees

6.1   The remuneration for the provision of the Software and the right to use the software ("license fees") is specified in the Contract. This remuneration is a one-off payment (purchase price). Unless otherwise agreed in the Contract, the license fees shall be invoiced upon delivery of the Software.

D - Supplementary provisions for agile software development and programming

1   Scope of application, object of performance

1.1   The following conditions of this Part D apply additionally to all of valantic's Services in the area of agile development and agile programming of software. In the event of contradictions to the provisions in Part A, the provisions of this

Part D shall take precedence.

1.2   valantic uses agile development methods for the provision of Services. Unless otherwise agreed in the Contract, the Services are designed, developed and coordinated in successive, short iterations ("sprints") according to the Customer's ideas. The rough ideas initially expressed and documented by the Customer with regard to agile software development and programming services only define a non-binding project framework ("Original scope of Services"). The specific scope of Services is continuously developed and adapted during development by the Customer's product owner.

1.3   Agile development and programming Services are provided on a service contract basis in accordance with Part A Clause 2.1. The creation of a work by valantic is not agreed, in particular since the scope of the Services is not yet determined when the Contract is concluded and can be redefined and prioritized by the Customer at any time.

2   Persons authorized to represent the company

2.1   In addition to the provision in Part A Clause 3 of these GTCs, the Customer appoints a product owner who makes the binding decisions on project control and project management for the Customer at the operational level. The Customer, in the person of its product owner, is responsible for project control and project management and issues instructions to valantic for the implementation of the requirements. In particular, the Customer authorizes the product owner to make decisions on changes or extensions with regard to the scope of Services and the associated commissioning of additional expenses.

3   Provision of Services, release

3.1   The Customer's product owner will continuously specify the Services content during development and document it on an ongoing basis, including changes in the product backlog. A meeting is held at the end of each sprint and before the start of the next sprint (sprint review) for the purpose of releasing self-contained development services.

3.2   Product backlog requirements that have been fulfilled and released are marked accordingly.

3.3   Product backlog requirements that have not been released by the Customer or that have not been fulfilled are re-entered into the product backlog and implemented in a later sprint. They are considered as not released.

3.4   Product backlog requirements that have been implemented but whose release has not been documented or that have not been re-entered into the product backlog are nevertheless deemed to have been bindingly released by the Customer if they are not objected to by the Customer in text form at the latest in the sprint review following the respective development.

3.5   The Customer is obliged to reimburse all expenses incurred in a sprint.

3.6   The scope of the Services is completed when the product backlog no longer contains any open, essential requirements. valantic will inform the Customer about the completion of the scope of the Services.

4   Project duration estimate and cost estimates

4.1   Any project duration and effort estimates provided are non-binding and will be adjusted and further developed by mutual agreement as the agile Services progress during the sprint phases, as the requirements of the original scope of Services are not specific enough when the Contract is concluded and are also constantly changing during an agile project.

5   Changes

5.1   If the Customer wishes to adapt or further develop the deliverable, these changes are included in the product backlog. In the next sprints, the software is then expanded or modified to include the new requirements.

5.2   However, if the Parties have agreed a fixed price, a binding estimate or an agile cost cap, these will be adjusted in accordance with the change requests in the product backlog if the additional work goes beyond the original scope of Services. This also applies to possible effects on any bindingly agreed project duration.

6   Termination

Unless otherwise agreed in the Contract, the Customer has the right to terminate the Contract for agile programming and development Services at any time at the end of the next sprint.

E - Maintenance and support for valantic software products

1   Area of application

1.1   The following conditions of this Part E apply in addition to all Services of valantic in the area of maintenance and support of valantic software products. In the event of contradictions to the provisions in Part A, the provisions of this Part E shall take precedence.

1.2   Maintenance services of valantic for software of third parties, which are made available to the Customer by third parties or by valantic, are expressly not subject to the provisions of these GTCs and of this Part E.

2   Scope of maintenance Services

Insofar as valantic has undertaken to provide maintenance and support Services, the obligations arise from the Contract. The

following services may be included:

2.1   Handling of errors that occur during the proper use of the software or become apparent in the associated program documentation: this is fulfilled in accordance with the contractual provisions by a telephone and/or electronic helpdesk. Error handling includes the isolation of the cause of the error, error diagnosis and services aimed at rectifying the error (in particular patches and service packs). valantic assumes no responsibility for the rectification of the error. At valantic's discretion, error handling services can also be provided by means of a workaround, update or upgrade delivery and, after consultation with the Customer, also by delivery of a new version. The Customer has no claim to the solvability of a problem and no claim to compliance with a solution or recovery time. valantic only owes the effort to eliminate the error, since in particular the possibility of the actual elimination of the error depends on the system from the Customer. No guarantee or warranty is given with regard to the solvability of a problem. The Customer shall immediately install or carry out updates provided by valantic or other measures to rectify errors.

2.2   Provision of updates or upgrades of the valantic software and/or documentation exclusively in accordance with valantic's terms of use and at valantic's discretion.

3   Availability and response times

3.1   Unless expressly agreed otherwise in the Contract, valantic is available to the Customer from Monday to Friday from 9:00 a.m. to 12:30 p.m. CET and from 1:30 p.m. to 5:00 p.m. CET with the exception of public holidays at valantic's location ("availability times"). Availability times do not apply to cases of business interruption for which valantic is not responsible or to cases of force majeure that necessitate a complete or partial restriction or discontinuation of valantic's operations, or to agreed maintenance windows for software updates.

3.2   Contact details of the valantic helpdesk/support team will be provided by valantic. In response to a support request from the Customer - by its authorized contact person - with an ongoing maintenance contract, valantic will send a confirmation in accordance with the contractual provisions within the response time agreed in the Contract, if applicable. The request is considered successfully completed if the Customer does not object to a notification from valantic within 5 days.

3.3   Response time means the period of time within which valantic begins with the work. Compliance with the response time agreed in the Contract, if applicable, requires the timely receipt of all documents, access data and information to be provided by the Customer as well as compliance with the agreed terms of payment and other obligations by the Customer. If these requirements are not met in good time, the deadlines shall be extended accordingly. Response times apply during the availability times.

4   Exclusions

4.1   Unless expressly agreed otherwise in the Contract, the maintenance Services do not include (a) the installation of the software provided; (b) individual adaptations, customizing and their documentation - as well as maintenance for software modified by valantic, the Customer or third parties; (c) services outside agreed availability times; (d) the elimination of errors for which valantic is not responsible, in particular (i) if the software is not used under the conditions of use specified by valantic, (ii) for services for computer programs or parts thereof that do not belong to the software, (iii) for services for the software with a release status that is generally no longer maintained by valantic (iv) if the software was changed by programming work that was not carried out by valantic; (e) the implementation of follow-up training that becomes necessary due to the improvements made or initiated by valantic; (f) the conversion of the software to another operating system, another hardware system or another programming language, insofar as valantic offers a corresponding version for this; (g) consulting in all questions regarding the use or application of the software, including the passing on of use and application experience from the entire user group; (h) services that become necessary because the Customer does not fulfill its obligations to cooperate; (i) examination and analysis on site as well as the examination of facts in the Customer's database via remote support; (j) problems that occur due to improper handling or inadequate training of the Customer's employees.

4.2   If the Customer orders such services separately after consultation with valantic, they shall be remunerated on a time and material basis.

5   Contract term, termination

5.1   Unless expressly agreed otherwise in the Contract, the contractual relationship for maintenance Services is concluded for an indefinite period. It may be terminated by either Party for the first time after twelve (12) months with a notice period of three (3) months to the end of each calendar year. The right to extraordinary termination remains unaffected. After termination of the maintenance services, valantic excludes any liability that would be based on the continued use of the software; this does not apply insofar as the Customer is entitled to warranty claims.

5.2   Maintenance contracts can only be concluded if a license for the software to be maintained is purchased at the same time. A resumption of a terminated maintenance contract is excluded.

6   Fees

6.1   The remuneration for the maintenance services is set out in the Contract.

6.2   Any flat-rate remuneration agreed in the Contract shall be invoiced as agreed in advance on a monthly or annual basis (if applicable, pro rata at the start of maintenance in the current invoicing period).